BENGALURU METROPOLITAN TRANSPORT CORPORATION

Traffic Commercial Department, Central Office, 2nd Floor, K H Road, Shanthinagar, Bengaluru-27.

TERMS AND CONDITIONS FOR MAINTENANCE AND MANAGEMENT OF BMTC SAMUDAYA BHAVANA/KALYANAMANTAPA AT ADJACENT TO KATHRIGUPPE DEPOT-13 PREMISES BANGALORE.

TENDER NOTIFICATION No.19/2025-26 (Through E –PROCUREMENT)

Tenders are invited through KPPP in Two Bid system from interested person/ agencies to run, maintain and manage for BMTC Samudaya Bhavana/Kalyanamantapa near Kathriguppe Depot Premises on monthly License basis for a period of 6(Six) Years.

The intending bidder can obtain the Tender details through website **https://kppp.karnataka.gov.in** and upload the duly completed tenders / relevant documents within the stipulated date and time mentioned in website.

As per Karnataka Transparency in Public procurement ordinance of 2000, The bidders will have to upload all information, documents and rates etc only in **https://kppp.karnataka.gov.in** website. No documents will be accepted in- person or manually and the licensees shall confirm themselves for up-loading of all the Documents.

Bidders need to register in the e-Procurement portal to submit their bids online. The Tender shall be submitted through e-Procurement Portal **(https://www.kppp.karnataka.gov.in)** only. The tender document can be viewed free of cost on e-Procurement Portal.

Note:-

1. The bidders has to confirm themselves for up-loading of all the Tender Documents.
2. Bidder should quote the amount per month (including GST)

1) Date & Time for Tender Queries/Clarifications (Pre bid meeting) : _____ @ 11:00 hrs
2) Last Date & Time for receipt of tenders :_____@ 17:00 hr
3) Date & Time for Opening of Technical Bid :_____@ 11:30 hrs

4) Date & Time for Opening of Financial Bid : @ 00:00 hrs(to be intimated later)

Sl. No	Establishment	Area in Sq.ft	Reserved Price in Rs. (excluding GST) (per month)	Reserved Price in Rs. (including GST) (per month)	EMD in Rs.
1	Samudhaya Bhavana	3570 sq.mtrs	13,05,710	15,40,738	9,40,111

TWO Bid SYSTEM

The tender shall follow two bid System with Bid-I (Technical Bid) and Bid-II (Financial Bid).

The Bid-I shall contain the information regarding.

1. Incorporation Certificate/ Registration of Establishment.
2. Address & ID Proof with photo.
3. Pan card.
4. Turnover Certificate (Audited Statements) as mentioned Pre-qualification Norms(c).
5. Experience Certificate/document.
6. Income tax Returns
7. GST Registration certificate.
8. Self Declaration Certificate of not been Blacklisted in last two years.
9. Self Declaration Certificate of not been Terminated for default in last two years.

The Bid-II shall contain the quoted prices for the tender: The licensee shall upload their quoted rates in lump sum both in words and figures in the financial bid.

Note: 1.The financial bids of those licensees who have been qualified in the

technical bids will be opened.

2. The EMD of disqualified licensees will be returned through e-portal only.

Pre-qualification Norms

a) Incorporation Certificate/ Registration of Establishment in case of firm/ agency.

b) GST Registration Certificate

c) **Financial Norms**:-The bidders are required to demonstrate a turnover of Rs.10.00 Crores per annum in any 03 (three) years out of the last five completed financial years preceding the last date for submission of tenders. (i.e. Financial Years 2020-21, 2021-22 , 2022-23. 2023-24 and 2024-25) and submit audited financial year statements of the bidder for the 03 (three) completed financial years certified by statutory Auditor/Chartered Accountant.

d) **Experience Norms:-**The bidder shall have atleast one year of experience of handling similar business/catering business. The bidder shall submit documents to prove experience of having handled / managed such spaces.

e) **Income Tax Returns:-** The Licensee shall upload the copy of Income Tax Returns in any one year out of the last three completed financial years preceding the last date for submission of tenders. (i.e. Financial Years 2022-23. 2023-24 and 2024-25)

Evaluation Criteria:

Based on the highest bid (Monthly license fee) received per month **including** all applicable wages, material cost etc and including Goods & Service Tax to be payable as license fee subject to fulfillment of Pre-qualification norms:

- Experience Certificate/document.
- Financial status.
- Audited Statements .
- Income Tax Returns
- Incorporation Certificate/ Registration of Establishment
- GST Registration Certificate

TERMS AND CONDITIONS

1. **Period of License**: The tender is for selection of a Licensee to run, maintain and manage BMTC Samudaya Bhavana near Kathriguppe Depot Premises on License basis for **a period of 6(Six) Years** . The licensee shall not have right to demand extension of the license period.

2. The selected bidder is permitted to use the **Samudaya bhavan (total built up area 1044.20sq,mtrs) built in area of 3570 sq.mtrs**. The Licensee shall not erect any permanent

structures in the premises & the licensee can use the vacant space/area for parking & allied activities.

3. **Escalation Clause:** The monthly License fee is subject to escalation of 10% over the existing License fee every year on 1st of succeeding January upto the end of license period. However, the first escalation in respect of new licensee selected in middle of the year will be calculated at the rate equal to the number of complete months left from the commencement of license to the month of January at the rate of 1% of the initial license fee for every completed month of license period subject to maximum of 10%. Licensee is liable to pay additional Security Deposit over the difference in escalated license fee up to the end of the licensor.

4. The EMD amount *is* **Rs.9,40,111/-.**

5. The tenderer shall remit Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in e-Procurement platform only.

6. The EMD of the successful bidder shall be adjusted towards the Security Deposit payable to BMTC. After which, the selected bidder has to pay the remaining portion of Security Deposit and fulfill all requirements within the stipulated time of **21 days** given by BMTC to execute the agreement for license as per the norms, for granting of license. Subsequently, BMTC shall handover the allotted space to the selected bidder for their operations.

7. In case, the successful bidder fails to fulfill the requirements as stated at (06) above, within the stipulated time, the entire EMD shall be forfeited and allotment shall be cancelled by duly black listing the concerned bidder for a period of **02 years.**

8. However, in addition to the clause no (07), the EMD shall also be forfeited on the following occasions, in case, the bidder:-
   a. Withdraws the tender after the opening of tender during the period of tender validity i.e., from the date of notifying of the tender to the date of allotment of the tendered establishment (As per Rule 12 & 22 of KTPP Rules 2000).
   b. Makes false representations with regard to eligibility criteria.
   c. Fails to keep up to the commitments made in the bid.

d. Submits multiple proposals/ bids or if, common interests are found in two or more bidders, the bidders are likely to be disqualified and liable to be black listed by the Corporation, unless additional proposals/ bidders are withdrawn upon notice immediately.
e. Fails to furnish the required security deposit within the specified time limit.
f. Withdraws or amends its tender or derogates the tender in any aspect.

9. Bids shall remain valid for a period of 90 days after the deadline date for tender submission. The bidders shall not with draw or revise the Tender during this period. In case any bidder reviews or withdraws his tender during this period, the EMD shall be forfeited. In addition to the forfeiture of the EMD the BMTC shall be entitled to claim all losses which it may suffer due to withdrawal or alteration of the bid.

10. The EMD will not carry any interest and would be returned to the unsuccessful bidders after completion of selection procedure.

11. After selection, the successful bidder has to pay **11(Eleven)** months license fee as Security deposit in advance through **DD/NEFT/RTGS**. Additional security deposit shall be paid every year for the escalated amount. The Security deposit will not carry any interest.

12. The security deposit would be refunded to the licensee after the successful completion of the contract after recovering all the charges/dues payable to the corporation by the licensee.

13. The Licensee Shall equip the Samudaya Bhavana with good furniture and shall not cause any damage to the structure, fixures and fittings available in the Samudaya Bhavana.

14. No restaurant or similar activity shall be carried out by licensee in the premises.

15. Any individual or individuals signing the application forwarding the letter or other documents connected with this tender shall specifically mention that he is so signing in individual capacity as:

a) A sole proprietor of the firm or his attorney

OR

b) A registered active partner or its attorney. In case of the firms registered under the Indian Partnership Act and Companies registered under the Companies Act, the

person signing the tender shall state the Authority under whom he is signing / acting on behalf of the Partnership Firm / Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entail the rejection of such tender. Such tenders will be treated as invalid.

16. The Tenderer shall quote their offer inclusive of taxes in Rs. / License fee Per month.

17. The successful bidder shall at his own cost execute the agreement in the prescribed form on requisite valued stamp paper as per Karnataka Stamp Act. It shall be clearly under stood that no bidder will be granted license unless the deed of agreement is executed by the bidder in favor of Corporation.

18. For BMTC/ KSRTC/ KKRTC/ NWKRTC Employees/Officers :

a) The licensee shall reserve minimum 60 days out of 120 auspicious days in a calendar year for Samudaya bhavana bookings in common for all BMTC/ KSRTC/ KKRTC/ NWKRTC Employees/Officers.

b) The license fee excluding applicable taxes like service tax, luxury tax etc. for the marriage of BMTC Officers/Employees children will be Rs.30,000/- per day for Employees/ Officers and Rs.50,000/- per day for KSRTC/NWKRTC/KKRTC Officers/employees. Excluding applicable taxes like service tax, luxury taxes, for the children the KSRTC/NWKRTC/KKRTC Officers/employees and children of the deceased employees on first come first serve basis.

c) The license fee is excluding service utilities like electricity, water, decorations, chairs & sofas of main hall, cleaning charges and Air conditioned charges in case A/C used if any. The details of charges to be made for other services are vide Annexure ‘A’.

d) The licensee to provide two rooms at free of cost to BMTC/KSRTC/ NWKRTC/ KKRTC employees/Officers. In case of request for more rooms, he should charge as per Annexure-A.

e) The licensee shall manage to serve minimum 60 auspicious days in a calendar year provided for BMTC/KSRTC/KKRTC/NWKRTC Employees, in consultation with the Labour Welfare department, Central Office, BMTC.

19. The licensee shall not take bookings of Samudaya Bhavan from general public before 60 days of date of event. Employees have no such restriction and it shall be always made available at the above said concessional rate to BMTC/KSRTC/KKRTC/NWKRTC Employees and Officers only. Between 60 days of expected booking date, bookings shall be open for both general public and BMTC/KSRTC/KKRTC/NWKRTC Employees/Officers on first come first serve basis.

20. The licensee shall provide Samudaya Bhavan facility to the retired employees also who have booked in advance while in service.

21. The revision of rates earlier fixed for the additional services be continued with the same in the interest of Employees benefit.

22. Under no circumstances, the licensee will be permitted to terminate the contract and close down the establishment within the first year of the license period. In case the licensee decides/proposes to terminate the agreement within the first year, the security deposit remitted by the licensee shall be forfeited. After one year, the licensee can terminate the agreement by serving three months due notice.

23. **Mode of Payment of License fee:**

a) The licensee shall pay monthly license fee along with applicable Service Tax and other charges for the completed month in **Cash/DD/RTGS/NEFT** on or before 5th of next month. For eg: License fee for the completed month of January 2025 shall be paid on or before 5th of February 2025.

b) In case if the licensee fails to pay the monthly license fee as prescribed above the tenderer is liable to pay a simple interest at **24% per annum** on the sums which have been due and payable, not paid to the corporation.

c) The license fee shall start from the date of agreement OR as stipulated therein.

24. Electricity & Water Charges:

a) The licensee shall pay the charge of Electricity consumed as per the bill raised by the supplying authority and shall not allow any arrears to accrue.

b) In case water is supplied by BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per the meter / sub-meter readings) as per the bill raised by BWSSB.

c) The licensee shall pay the charges of water consumed from the bore well for non-potable purpose in the licensed premises as per the bill raised for bore-well charges levied by BWSSB and shall not allow any arrears to accure and submit proof there of every month while consecutive months, the licensee shall be deemed to have committed default payment of license fee with all consequences thereof.

d) In case BWSSB water supply is required for the use of Samudaya Bhavana the licensee shall obtain separate connection from BWSSB & pay charges as per the demand of BWSSB and the same would become property of BMTC. BMTC will issue NOC to get sanction from concerned authority and shall not allow any arrears to accrue and submit proof there of every month while paying the license fee. In case of default to pay such charges for default to pay such charges for 2 consecutive months, the licensee shall be deemed to have committed default payment of license fee with all consequences thereof.

e) The licensee shall make his own arrangement for water connection, if BWSSB connection is not available. BMTC is not responsible for water supply.

f) Whenever the water is supplied from BMTC from its own sources the licensee shall pay the charges of water consumed for the proportionate units consumed as per the reading of the meters installed for the purpose, at BWSSB rates.

g) UGD charges/sanitary charges from BWSSB or any other charges by local authorities shall be paid by the licensee.

h) Delay and part payment shall lead to simple penal interest at **24% per annum.**

25. The Licensee shall obtain the required permission from the Municipal Corporation of Bangalore City and other statutory authorities where ever necessary. Without obtaining necessary license, the licensee shall not commence his business.

26. The License fee shall be paid every month regularly. In case of non payment of license fee consecutively for three months, the agreement may be terminated by the licensor. The posting of letter of termination by Registered Post A/D to the licensee shall be deemed to be the compliance of notice of termination.

27. The BMTC does not bind itself to accept highest offer and reserves the right to reject or all offers without assigning any reasons thereof without being answerable to the bidder in any manner of whatsoever. BMTC also reserves the right to re-notify or to select any party without Notification.

28. **Termination/Cancellation/Forfeiture of EMD/Security Deposit:**

a. If the licensee discontinues the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited.

b. The licensee may get the agreement terminated prematurely after completion of one year license by issuing 3 month's advance notice to BMTC or by paying 3 month's license fee equivalent to 3 months notice period for termination.

c. If BMTC desires to terminate the contract before the expiry period it may do so by giving **two month's** prior notice to the licensee.

29. Prohibition Clause for Black Listed /Default Licensees/Disqualification:

a. The licensees who have been black listed during last 2 years is not eligible for participating in the tender.

b. Tenderer should not have been terminated during the last two years as on the date of submission of the proposals for this tender due to non-fulfillment of the contractual obligations as evidence by imposition of the penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer..

c. The licensee shall furnish a self declared certificate for a and b .

30. The licensee shall keep and maintain the licensed Samudaya Bhavan premises and the surrounding premises in clean, proper, decent and hygienic condition. The licensee shall equip the Samudaya Bhavana with good furniture and

shall not cause any damage to the structure, fixtures and fittings available in the Samudaya Bhavan.

31. The licensee shall not allow use of items/products such as liquors, tobacco based products, cement, Iron & steel, explosives and not to entertain Travel Agencies/seat booking office, any type of lotteries and any other prohibited items.
32. The licensee shall be liable to pay the cost of damages, if any caused by him or his servants to the Samudaya Bhavan.
33. During the tenure of the agreement if it appears to the licensor that the space is required for the use of LICENSOR for its development works, the LICENSOR will issue one month's advance notice to the LICENSEE and the LICENSEE have to vacate the allocated open space by removing its belongings.
34. The licensee shall vacate the unauthorized use of the additional space immediately upon notice. In addition, the licensee shall be subject to the following penalties and action shall be taken to terminate the contract.

First Time	In case of unauthorized use of extra space, 1.5 times the Prorate Charges of monthly License fee, shall be levied as fine.
Second Time & if repeated	In case of unauthorized use of extra space, 1.5 times the Prorate Charges of monthly License fee, shall be levied as fine. And in addition, the Corporation shall have the right to forfeit the security deposit and terminate the License.

35. BMTC can terminate the license period if found any repeated violations of the terms and conditions.
36. In the event of continuous breach by the Licensee even after **two notices**, the Corporation can terminate the license with immediate effect.
37. The licensee shall make arrangements to dispose the waste generated. He shall not dump the waste in and around the premises.
38. The licensee and his servants or his agents or his authorized representatives shall have access at all reasonable time to and from the premises for the purpose herein before mentioned.
39. The licensee shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the moral or of indecent, immoral or other improper characters. It is

expressly agreed that the decision of the Licensor in this behalf shall be conclusive and binding on the Licensee and shall not be a subject matter of dispute.

40. The licensee shall not display or exhibit any advertisement or place in any part of the interior or exterior walls of the Samudaya Bhavana other than those permitted by the Licensor.

41. The licensee shall have no interest in the property of the Samudaya Bhavana nor shall he be deemed to have exclusive possession thereof, except the right of use of the premises during the stipulated period and the Licensee shall not be deemed to be the tenant of the Licensor.

42. The license granted is not transferable to any third party. The licensee shall only run the Samudaya Bhavana. However he may employ such employees necessary for running the Samudaya Bhavana. In the event of the death of the Licensee or the Licensee becoming insolvent prior to the expiry of the period fixed the license granted shall come to an end.

43. The licensee shall also pay all license fee or other fees, taxes, service tax payable to the Government or Municipalities or other local bodies in connection with conducting business in the licensed premises.

44. The licensee is required to provide PF and ESI facilities to the employees appointed by him as prescribed under the relevant statutory acts. The wages of the employees should strictly comply with the provisions of payment of minimum wages act.

45. The Licensee shall be responsible for payment of wages to the employees engaged by the licensee and also responsible for payment of any statutory recoveries like PF, ESI, VAT, Luxury Tax etc.,

46. The licensee shall maintain all the required Register, Books and accounts etc, under various statutory enactments as well as file periodical returns as applicable.

47. The licensee understands that this deed of agreement is a pure deed of license to run commercial establishment for which license is granted and he clearly understands that he is only a licensee and not a lessee and the amount of license fee paid by him is not a rent in case of violation of this term, the license shall stand determined by operation of law.

48. The licensee also agree to reimburse any amount spent by the corporation in cleaning and entering the premises after

the premises is got vacated by the corporation on account of willful action of the licensee in not vacating the premises voluntarily.

49. The licensee agrees that after the expiry of the period of license, he shall vacate the premises voluntarily and he shall not obstruct the licensor from taking possession by approaching the civil court on against floating fresh tender.

50. The licensee agrees that he shall not claim any damages or losses under this agreement at any point of time and subsequently involve in the corporation in litigation.

51. The Licensee shall be liable to pay the cost of damages, if any caused by him or his servants to the Samudaya Bhavana.

52. The licensee should be in compliance with all the necessary statutory obligations and labour laws for the time being in force and engaging the services of child labour is strictly prohibited.

53. The licensee shall abide by all rules, regulations and orders that the Licensor or his authorized representatives may from time to time make or adopt for the care protection and administration of the Samudaya Bhavana and the general welfare and comfort of its, public employees and others.

54. The Licensor is not liable to answer any complaints either by the employees of the Licensee, public employees and others in the matter of injury or death occurring on account of the user of the samudaya bhavan of otherwise.

55. The Licensor shall not be responsible for the safety of the furniture, utensils or any other materials or articles belonging to the licensee and shall not be liable for any damage to the property of Licensee during any time in or around the said establishment, from any cause or whatsoever.

56. The overall control of the Samudaya Bhavana and supervision of the said Samudaya Bhavana shall remain vested with Licensor, whose Officers or Authorized representatives shall have access at all reasonable hours to the said establishment or part thereof.

57. The Licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions of this agreement on the part of the Licensee & to revoke it in the best interest of the corporation.

58. The Licensor shall have a lien on all the belongings and properties of the Licensee for the time being in or upon the premises of the Licensor.

59. On the expiry of the period fixed in the license or on revocation of the license under the terms and conditions thereof, any belongings of the Licensee found in the Samudaya Bhavana shall be liable to be auctioned unless claimed within a month of the expiry of the license period or revocation of the license as the case may be. The Licensor shall be entitled to appropriate out of the proceeds of such sale, the amount due to the Licensor from the Licensee and the balance if any shall be paid over to the Licensee or his legal representative after deducting the cost of auction.

60. In case the premises is destroyed or damaged by natural calamity or riot or civil disturbances or war or by dept civil work so as to make it unfit for use by the Licensee, the license shall stand determined automatically.

61. It shall be the responsibility of the licensee to provide residential address, emailed, contact numbers and other contact details at the time entering into the agreement. The licensee shall update to BMTC if there is any changes in the contact details. BMTC will send communication to the address/e- mail ID given by the bidder.

62. **Dispute Resolution Clause** :

i. In case of any dispute arising between the parties in respect of the interpretation or performance or termination of license or aggrieved by the any terms and conditions of the agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute and whose decision shall be final and conclusive.

ii. Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City courts.

63. As soon as the Samudaya Bhavana is booked the same must be informed to Chief Traffic Manager(Com) & CLWO of BMTC on the same day through e-mail at ctmc@mybmtc.com and clwo@mybmtc.com followed by hardcopy. In case of any delay in such intimation, the Licensor shall presume non-existence of any booking to enable the Licensor to book the same by its employees as per clauses herein mentioned. Booking/ reservations should be made for BMTC/KSRTC/NWKRTC/KKRTC Officers, employees, dependent children and general public on 1st come 1st serve basis.

64. A day is to be reckoned as a day in between 16:00 hrs of this day to 16:00 hrs of the next day.

65. The reservation for officers/ employees of BMTC/ KSRTC/ NWKRTC/ KKRTC shall be accepted vide recommendations from CLWO, BMTC.

66. Smoking shall not be allowed on the licensed premises.

67. The licensee also agrees not to approach the civil courts without the written consent of the licensor and he expressly understands that the premises licensed is a public premises coming within the definition of the Karnataka Public Premises (Eviction of Unauthorized Occupants)Act and the licensor is at liberty to invoke the provisions of the KPP Act in case of breach of any of the conditions.

68. The amount paid by the licensee every month shall be adjusted to the current month's Goods & Services Tax and Monthly License Fee after deducting the outstanding Goods & Services Tax, interest on Goods & Services Tax, electricity and water usage charges, interest on outstanding license fee, additional security deposit, and outstanding license fee respectively.

69. No reduction or exemption on monthly license fee will be granted during the period of a strike/bandh.

70. The Licensee shall install fire protection/extinguishing equipment in the premises of the allotted to him. The Corporation will not be responsible for fire accidents and other natural calamities.

71. The Corporation reserves the right to add or modify terms and conditions in the agreement at any time.

72. It is the responsibility of the bidders to visit and inspect the premises before submitting their bids. No changes to the business/location of the premises will be allowed after the tender process is completed.

Annexure -A

Sl. No.	Description/items	Rent per day in Rs. (16:00hrs to 16:00hrs)
1	Cleaning charges	Rs.3000/-
2	Disposal of wastes/Garbage charges	Rs.2000/-
3	Service Tax/GST	As applicable
4	Charges for Chairs @Rs.2/- per chair	Rs.2000/-

	(500+500)	
5	Vessels for cooking (2000 members)	Rs.3750/- upto 1000 Guests and Rs.7000/- for more than 1000 Guests
6	Lighting Decoration (Serial Sets)	Rs.3000/-
7	Generator charges	Rs.300/-per hour/Max Rs.1800/-per day
8	Gas Cylinders	As per Govt. rates
9	Electric charges	Highest slab BESCOM rate
10	Stage chairs (2)	Rs.200/-
11	Flower Decorations	Optional
12	Extra charges for Rooms (Two Rooms given free)	Rs.500/-per Room
13	Air Condition charges	Rs.20000/- (Optional)
14	Water charges	As applicable

Sd/-

Chief Traffic Manager (Com)

(Tender Inviting Authority)